

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No		RATING		PAGE 1	
		2. CONTRACT NO.		3. SOLICITATION NO. DTFAAC-12-R-04535		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
		5. DATE ISSUED 06/14/2012		6. REQUISITION/PURCHASE NO.. (FAA Internal Use Only)			
7. ISSUED BY: FAA, Aviation, Medical, & Training Division (AMQ-310) 6500 South MacArthur Boulevard, MPT Bldg, Rm 313 P.O. Box 25082 Oklahoma City, OK 73125				8. ADDRESS OFFER TO (If other than Block 7) FAA, MMAC Multi-Purpose Building Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169			
SOLICITATION: High Performance Computing Platform							
9. Offers in original and <u>see section L</u> copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in <u>Room 313, Multi-Purpose Building</u> until 3:00 pm local time (<u>06/29/12</u>) (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Jason.Mclaughlin@faa.gov			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7736		
11. TABLE OF CONTENTS							
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OFFER (must be fully completed by Offeror)							
12. In compliance with the above, the undersigned agree, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA			
22. RESERVED				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (if other than item 7) FAA, AMQ Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB, Rm 313 P.O. Box 25082 Oklahoma City, OK 73125				25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA			28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 General

The contractor shall furnish all equipment and supplies to provide both Phase I and Phase II of the High Performance Computing system in accordance with the terms, conditions and provisions set forth herein and in accordance with the attached Statement of Work (SOW). The contractor shall be paid for equipment and supplies in accordance with the following price schedule:

B.2 Type and Term of Contract

This acquisition is for an indefinite delivery/ Requirements type contract, with firm fixed-prices. The term of this contract is for one (1) base year period and one (1) option year. All terms and conditions contained in this document will be applicable to all delivery orders issued under this contract, unless otherwise specified by an individual delivery order, as additional requirements may be specified in each delivery order. The Contracting Officer is the only person authorized to issue orders under this contract.

PRICING SCHEDULE – BASE YEAR

CLIN	ITEM DESCRIPTION	Est. Qty	Unit	Unit Price	Est. Total
0001	Phase I: The contractor design, deliver, and install SHPCS Phase I in accordance with the SOW C.3.1	1	EA	\$_____	\$_____
0002	Optional: Phase I Expansion Modules in Accordance With the SOW C.2(e) with narrative and itemized list <i>Note: For FAA estimating purposes 10 Expansion modules will be used for Price evaluations.</i>	10	EA	\$_____	\$_____
0003	Optional: Provisional Spares and support Equipment in order to maintain the The proposed solution, C.6 of the SOW Priced itemized list is required	1	EA		\$_____
0004	Contract Data Requirements List (CDRL) Attachment 2				NOT PRICED
Estimated Total Base Year:					\$_____

Note: This is an Indefinite Delivery Requirements type contract. The precise quantities of products, services, and support required is unknown and will be ordered on an as-needed basis with the issuance of Delivery/Task Orders. Delivery/Task Orders will be issued with Firm Fixed Price line item(s). Prices are pre-established with Section B Unit Prices and requested price lists. Estimated requirements are not a representation to an offeror or contractor that the estimated quantity will be ordered, or that conditions affecting requirements will be stable or normal. CLIN's 0002 and 0003 will allow for ordering on an as needed basis, CLIN 0001 does not allow for additional ordering.

Pricing Schedule - 1st Option Year

CLIN	ITEM DESCRIPTION	Est. Qty	Unit	Unit Price	Est. Total
0005	Phase II: The contractor design, deliver And install FHPCS Phase II in accordance With the SOW C.3.2	1	EA	\$_____	\$_____
0006	Optional: Provisioning Spares and support Equipment in order to maintain the Proposed solution, C.6 of the SOW Priced itemized list is required.	1	EA		\$_____

Estimated Total Amount Option 1: \$_____

Estimated Total Amount base plus all option years \$_____

Note: This is an Indefinite Delivery Requirements type contract. The precise quantities of products, services, and support required is unknown and will be ordered on an as-needed basis with the issuance of Delivery/Task Orders. Delivery/Task Orders will be issued with Firm Fixed Price line item(s). Prices are pre-established with Section B Unit Prices and requested price lists. Estimated requirements are not a representation to an offeror or contractor that the estimated quantity will be ordered, or that conditions affecting requirements will be stable or normal. CLIN 0005 will not allow for additional ordering, CLIN 0006 will allow for ordering on an as needed basis.

PART I - SECTION C
SCOPE OF WORK

C.1 SCOPE OF WORK

- (a) The Contractor shall provide all the necessary services, materials, and equipment to provide for the development of the High Performance Computing (HPC) platform as identified in the Statement of Work (SOW) for the Federal Aviation Administration (FAA), Civil Aerospace Medical Institute (CAMI), Mike Monroney Aeronautical Center, Oklahoma as set forth in accordance with the terms, conditions, and provisions set forth herein. The contractor shall assume responsibility for all of the supplies described in the contract. The Contractor shall be paid for supplies provided in accordance with Part I – Section B Supplies or Services & Price/cost.
- (b) The complete Statement of Work (SOW) is attached to this Screening Information Request (SIR) and is identified in Part III – Section J, List of Attachments.

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PART I - SECTION D
PACKAGING AND MARKING

Not Applicable

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PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled Inspection of Supplies – Fixed Price (AMS 3.10.4-2)

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov>.

(End of clause)

3.10.4-2 Inspection of Supplies - Fixed Price (November 1997)

3.10.4-16 Responsibility for Supplies (April 1996)

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PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER
SCHEDULE (JAN 1997)**

CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.3 ACCELERATED DELIVERY (JAN 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-24 Notice of Delay (March 2009)

3.11-34 F.O.B. Destination (April 1999)

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PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Accounting and Appropriation Data

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002) CLA.0135r

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(3) Two copies to:

CAMI Bldg. 13, COR: Kathrine Budd
FAA, Mike Monroney Aeronautical Center
5900 S.W. 66th Street
Oklahoma City, OK 73169

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.3 WARRANTY - PRODUCTS (JAN 1997) CLA.4530

(a) The contractor warrants that the products ("products" includes equipment, fabrication processes, raw or finished materials, and intermediate assemblies) conform to contract requirements. The contractor also warrants that products are free of design defects (except defects in FAA-provided final designs) and defects in materials or workmanship.

(b) The contractor shall replace or repair any products which fail in operation within 12 months from the date of receipt. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on an FOB destination basis. FAA will install replacements at no expense to the contractor.

(c) Products replaced under the provisions of this warranty shall remain the property of FAA unless the contractor wishes to obtain ownership. In this case, the contractor shall notify FAA of such in writing not later than

the date of receipt by FAA of the replacement products. The contractor is responsible for packaging and shipping costs.

(d) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

**G.4 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002)
CENTER (MMAC)**

CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.1-22 Contracting Officer's Representative (April 2012)

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PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 “Contract Disputes”, the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.2 Notice of Contractor Testimony (September 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.3 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under

this contract are electronic mail and by facsimile.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

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PART II - SECTION I
CONTRACT CLAUSES

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(End of clause)

3.2.4-16 Ordering (October 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from date of award through the end of the contract period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

(End of clause)

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the total of the estimated amount stated on the schedule for the base period and all options;

(2) Any order for a combination of items in excess of the total of the estimated amount stated on the schedule for the base period and all options; or

(3) A series of orders from the same ordering office within (2) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by orders placed within the ordering period.

(End of clause)

3.2.4-32 Option for Increased Quantity (April 1996)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within the present term of the contract. Delivery of the added items shall continue at the rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated

funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.5-13 Rights in Data-General (January 2009)

(a) Definitions. As used in this clause -

"Commercial Computer Software" means -

(1) Computer software, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and -

(i) Has been sold, leased, or licensed to the general public; or,

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any computer software that evolved from computer software described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for -

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor modifications" means modifications that do not significantly change the

purpose of the computer software. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), of this definition that are of a type customarily combined and sold in combination to the general public; or

(5) Restricted Computer Software, if the procuring agency determines the restricted computer software is sold in substantial quantities, on a competitive basis, to multiple State and local governments.

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" means -

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operation, and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created or compiled.

Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explains the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulae, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software," means computer software developed at private expense and that is a trade secret, is commercial or financial and is confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights" means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and

to have or permit others to do so.

(b) Allocations of rights.

(1) Except as provided in paragraph (c) of this clause, the Government must have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor must have the right to -

(i) Assert copyright in data first produced in performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(c) Copyright.

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright subsisting in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor must not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor

(i) Identifies such data, and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or, if such data are computer software, the Government must acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication and use of data. The Contractor must have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or,

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor must treat the data in accordance with such markings unless specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. While the FAA is not subject to the requirements of 41 U.S.C. 253d, nor to the procedures of the Contract Disputes Act at 41 U.S.C. 601-613, the following procedures must apply prior to canceling or ignoring the markings.

(i) The Contracting Officer must make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government must have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the Chief of the Contracting Office [COCO], that the markings are not authorized, the Contracting Officer must provide a written determination to the Contractor. If the Contractor disagrees with the Contracting Officer determination, the Contractor may seek adjudication of that determination under AMS 3.9.1-1 "Contract Dispute." The decision of the Office of Dispute Resolution [ODRA] must be final regarding the appropriateness of the markings unless the Contractor files an appeal pursuant to 49 U.S.C. 46110 in a court of competent jurisdiction within 90 days of receipt of the ODRA decision. This is the Contractor's sole remedy to an adverse decision of the ODRA.

The Government must continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by ODRA (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if the ODRA's decision is appealed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings must be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may

request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent; and,
 - (iii) Establishes that the use of the proposed notice is authorized;
 - (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (3) If data has been marked with an incorrect notice, the Contracting Officer may -
- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or
 - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
- (1) The Contractor may withhold from delivery qualified limited rights data or restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor must -
- (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
- (2) Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.
- (3) Reserved.
- (h) Subcontracting. The Contractor must obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor must promptly notify the Contracting Officer of the refusal and must not proceed with subcontract award without authorization in writing from the Contracting Officer.
- (i) Relationship to patents or other rights. Nothing contained in this clause must imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.
- (End of clause)

3.6.2-14 Employment Reports on Veterans (January 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

3.13-1 Approval of Contract (October 2001)

This contract is subject to the written approval of a warranted FAA Contracting Officer and shall not be binding until so approved.

(End of clause)

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)**
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5 Disclosure of Conflicts of Interest (March 2009)**
- 3.2.2.3-33 Order of Precedence (March 2009)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 2010)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-6 Discounts for Prompt Payment (May 1997)**
- 3.3.1-8 Extras (May 1997)**
- 3.3.1-10 Availability of Funds (May 1997)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (April 2012)**
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)**

3.3.2-1	FAA Cost Principles (October 1996)
3.4.2-6	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes - Fixed Price Contract (April 1996)
3.5-1	Authorization and Consent (January 2009)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.5-18	Commercial Computer Software License (January 2009)
3.5-23	Rights to Proposal Data (Technical) (January 2009)
3.6.1-1	Notice of Total Small Business Set-Aside (January 2010)
3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (October 2010)
3.6.1-7	Limitations on Subcontracting (October 2011)
3.6.1-15	Post-Award Small Business Program Rerepresentation (April 2011)
3.6.2-2	Convict Labor (April 1996)
3.6.2-4	Walsh-Healey Public Contracts Act (October 2010)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Equal Opportunity for Veterans (January 2011)
3.6.2-13	Affirmative Action for Workers With Disabilities (October 2010)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.2-44	Notification of Employee Rights Under the National Labor Relations Act (January 2012)
3.6.3-16	Drug Free Workplace (March 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.4-2	Buy American Act - Supplies (July 2010)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.9.1-1	Contract Disputes (October 2011)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.1-26	Contractor Performance Assessment Reporting System (July 2011)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.13-3	Printing or Copying Double-Sided on Postconsumer Fiber Content Paper (January 2012)
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.13-11	Plain Language (July 2006)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.13-14	Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)

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PART III - SECTION J
LIST OF ATTACHMENTS

Attachment	Title	Date	No. of Pages
1	Statement Of Work (SOW)	06/12/2012	14
2	Contract Data Requirements List	06/01/2012	9

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
BUSINESS DECLARATION

1	Name of Firm: _____	Tax Identification No.: _____
2	Address of Firm: _____	DUNS No.: _____
3	a. Telephone Number of Firm: _____	b. Fax Number of Firm: _____
4	a. Name of Person Making Declaration _____	
	b. Telephone Number of Person Making Declaration _____	
	c. Position Held in the Company _____	
5	Controlling Interest in Company (<i>"X" all appropriate boxes</i>)	
	<input type="checkbox"/> a. Black American <input type="checkbox"/> b. Hispanic American <input type="checkbox"/> c. Native American <input type="checkbox"/> d. Asian American	
	<input type="checkbox"/> e. Other Minority (<i>Specify</i>) _____ <input type="checkbox"/> f. Other (<i>Specify</i>) _____	
	<input type="checkbox"/> g. Female <input type="checkbox"/> h. Male <input type="checkbox"/> i. 8(a) Certified (<i>Certification letter attached</i>) <input type="checkbox"/> j. Service Disabled Veteran Small Business	
6	Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?	
	<input type="checkbox"/> a. Yes <input type="checkbox"/> b. No (<i>If "NO," provide the name and telephone number of the person who has this authority.</i>) _____	
7	Nature of Business (<i>Specify all services/products (NAIC)</i>) _____	
8	(a) Years the firm has been in business _____	(b) No. of Employees _____
9	Type of Ownership: <input type="checkbox"/> a. Sole Ownership <input type="checkbox"/> b. Partnership	
	<input type="checkbox"/> c. Other (<i>Explain</i>) _____	
10.	Gross receipts of the firm for the last three years:	
	a.2. Year Ending: _____	b.1. Gross Receipts _____
	b.2. Gross Receipts _____	a.3. Year Ending: _____
		b.3. Gross Receipts _____
11.	Is the firm a small business? <input type="checkbox"/> a. Yes <input type="checkbox"/> b. No	
12.	Is the firm a service disabled veteran owned small business? <input type="checkbox"/> a. Yes <input type="checkbox"/> b. No	
13.	Is the firm a socially and economically disadvantaged small business? <input type="checkbox"/> a. Yes <input type="checkbox"/> b. No	

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT
TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14.	a. Signature _____	b. Date: _____
	c. Typed Name _____	d. Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 334111.
- (2) The small business size standard is 1,000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION (SEP 2001) CLA.4547

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
(country)

(End of provision)

3.2.2.3-35 Annual Representations and Certifications (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and

complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (March 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (May 1997)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in

Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

3.6.4-15 Buy American Act Certificate (July 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.
(January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

**3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions
(October 2010)**

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PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Information and Considerations affecting Offeror Proposal Submissions:

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO) will be John A. Hawk. The Contract Specialist (CS) will be Jason McLaughlin and is the sole point of contact for this acquisition. Address any questions or concerns that you may have to the CS. Written requests for clarification may be sent to the CS at the address located on the front page of the SIR/RFP or email jason.mclaughlin@faa.gov. DO NOT CONTACT THE PROGRAM OFFICE AT ANY TIME FOR ANY REASON. Doing so could put your company at risk to be eliminated from competing.

(c) A “best value” source selection will be conducted for the High Performance Computing (HPC) system to be used in research and development. Complete written proposal submissions, including one electronic copy on compact disk of the entire proposal (CD) are required. In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be “Best Value to the FAA.”

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

(g) The Offeror’s proposals must be received by the Government by the date and time specified in this solicitation. Questions regarding the SIR/RFO must be submitted, in writing to the Contracting Officer, via e-mail NOT LESS THAN 10 DAYS from the due date of the proposals.

L.2 Electronic Reference Documents:

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at <http://faaco.faa.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

L.3 INSTRUCTIONS FOR PREPARATION OF OFFER, FORMAT, AND CONTENT

(a) Each offeror shall submit information identified in the volumes below. The data submitted should be complete, concise and relevant to the requirements of the SIR.

(b) The offer shall consist of three physically separated and detachable volumes, individually titled:

- (1) VOLUME I - SOLICITATION, OFFER AND AWARD DOCUMENTS
- (2) VOLUME II – TECHNICAL PROPOSAL - Technical proposal shall be submitted in separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The Technical proposal shall not include prices/costs or any pricing information.
- (3) VOLUME III - COST/PRICE PROPOSAL

(c) All proposals, including Volumes I-III, must be received by the date and time specified for receipt of proposals as identified in the Schedule of this solicitation.

(d) For portions of the work to be performed by a subcontractor, offerors must include in their Technical and Cost/Price proposals supporting documentation describing each subcontractor's qualifications, certifications, and pricing information to support all subcontractor costs.

(e) To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered and identified with the date and the solicitation number to the extent practical. Each copy of the proposal shall be labeled on the front identifying offeror name, SIR number, and the proposal copy (e.g. Copy 1 of 3, Technical Proposal).

(f) Pages are to be typed, on standard 8 1/2" X 11" letter size paper, no smaller than 10 point type with 1" margins and page numbers at the bottom of each page. Two-sided printing will be counted as 2 pages. The technical proposal shall be limited to a total of 60 pages. CAUTION: Evaluators shall only read and evaluate the technical proposal up to the 60 page limit as specified.

(g) A cover letter of transmittal may include a brief summary of the offer or highlight the manner in which the proposal meets or exceeds the requirements of the SIR.

(h) The required number of copies of each proposal volume, which shall be contained in separate three-ring, loose-leaf binders, is as follows:

<u>Volume</u>	<u>Title</u>	<u>Required No. of Copies</u>
I	Solicitation Documents	Original + 1 copy
II	Technical Proposal	Original + 3 copies
III	Cost/Price Proposal	Original + 1 copy & 1 CD (cost/price)

NOTE: 1. COST DATA MUST NOT BE INCLUDED IN VOLUME II.
2. Offeror shall provide 1 CD copy of the entire proposal all volumes.

(i) The original of the offer shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.

(j) Offerors are encouraged to submit initial proposals which are complete and comprehensive, and contain the offeror's best terms from a cost or price and technical standpoint, since the Government may award a contract on the basis of initial offers received, without discussion/negotiations.

L.4 PREPARATION OF VOLUME I – SOLICITATION DOCUMENTS

(a) This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), Blocks 12

through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in the SIR.

(b) This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror. All unit and total prices must be completed in Section B as well as handling fees and/or mark-up percentages.

(c) The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers.

(d) The contractor shall provide a copy of their proposed Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, reference L.11. Note: This plan is not the same as the subcontracting management plan required in support of the technical proposal.

L.5 PREPARATION OF VOLUME II – TECHNICAL PROPOSAL

(a) The proposal must be sufficiently detailed to enable technical and program personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed technical data meets the requirements of the SIR/Statement of Work (SOW), and that the offered concept is valid and practical. Toward this end, the proposals must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements as defined in the SOW.

(b) Statements that the offeror understands, can, or will comply with all statements in the SOW, and statements paraphrasing the SOW requirements or parts thereof are considered insufficient. Phrases, such as “standard parts/procedures will be employed,” or “well-known systems/techniques will be used,” etc., will be considered insufficient.

(c) Content is more important than quantity. Foldouts, manufactures literature, etc. are permitted and tables and charts may also be used to provide information. Proposals are to be neat, legible and orderly. Emphasis should be placed on supplying complete information in the areas that are set forth in Section M.2, Technical Evaluation.

(d) Contractors subcontracting management plan must be provided with its proposal.

(e) The technical proposal shall be separately tabbed by factor and address the evaluation factors below in the order in which they are presented:

FACTOR 1: Strategy to Provide the HPCS System: The Contractors High Performance Computing Environment Solution should demonstrate adequate methodology on how the Offeror will meet all the requirements outlined in the Statement of Work (SOW). The Contractor should provide a narrative of the proposed solution meet the Government need, recommend and should clearly outline its Solution from Phase I through the Life Cycle of HPCS. The proposal must describe in detail a sound and rational approach to meeting the FAA’s requirements and demonstrate a clear understanding of the SOW requirements. The Offeror’s proposal should address the following Evaluation Sub-Factors:

Sub-factor 1.1 Technical Knowledge and Solution to Provide HPCS:

- Assessment of the offeror’s proposal to insure they have a complete and comprehensive technical understanding of all aspects of the SOW, specifically C.3.
 - The Offerors proposed processor information: how many total, what kind, specifications (and if not Intel, published performance benchmark information)
 - An assessment of how proposed nodes are interconnected.
 - An assessment of how much useful drive space is provided by the offeror’s proposed solution.

- An assessment of the opportunity to incrementally expand drive space from the defined SHPCS configuration to the FHPCS.
- An assessment of the opportunity increase compute nodes throughout the life cycle of the program.
- Assessment of the proposed system's ability to safely shutdown without damage in emergency situations

Sub-factor 1.2: Phase I & Phase II Expansion Modules equipment

- Offeror clearly describes the process to increase HPCS capabilities through the incremental purchase of expansion modules. The offeror identifies changes required to support incremental hardware expansion additional Racks, UPS. Spares, etc.

Sub-factor 1.3: Room Modifications

- Offeror clearly describes the facility requirements needed to be made by the Government to support the proposed FHSCS.
- Assessment of Projected Physical needs and Inf: SHPCS, full FHPCS
Offeror clearly describes the power requirements of the proposed solution in terms of Voltage, Current and Wattage
- Offeror clearly identifies cooling requirements of the proposed solution in terms of British Thermal Unit (BTU)'s per hour, and identifies the method of heat distribution (e.g. room air, chilled water line)
- Offeror clearly identifies the proposed physical layout of the SHPCS, full FHPCS and floor load requirements
- Assessment of the offeror's proposed facility requirements necessary to support the proposed final HPCS configuration

Sub-factor 1.4: Recurring and Annual Maintenance

- Offeror clearly identifies the support required to maintain the system in an operational condition addressing required logistics, recommended sparing levels, emergency support, system training and operation procedures, test equipment requirement as well as technical support provided after installation.

FACTOR 2: HPCS RISK

The Contractors HPCS proposed solution should provide adequate information for the Government to assess RISK to the HPC and supplemental systems. The Contractor provides a detailed narrative that defines how the system operates from Phase I through the Life Cycle of HPCS and survives the total loss of power and/or cooling in emergency situations.

PAST PERFORMANCE

Assessment of offeror's past experience and performance on contracts/programs for similar systems. Assessment of offer's current workload and performance on contracts for similar projects or requirements. Each offeror's past performance will be evaluated by the Past Performance Evaluation Team (PPET) and rated using the numerical scoring system for the following Past Performance Evaluation factor and sub-Factors:

Sub-Factor 1: Relevancy and Experience of Similar Systems

Sub-Factor 2: Quality/Timeliness of Services

Sub-Factor 3: Business Relations – Effective Management

Sub-Factor 4: Customer Satisfaction

A distinction is made between past performance and experience. Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.

The offerors past performance will be evaluated as follows:

(a) Experience: Relevant past and present contracts performed for federal, state, or local governments or commercial sources currently involving effort of similar complexity. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Documentation for each contract shall include the following information:

- Agency or entity name
- Project or program title
- Contract number
- Identification of role as Prime or Subcontractor
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value (\$)
- Contract start-completion dates
- Description of work performed
- Client point of contact (POC) information for a minimum of three (3) references including e-mail addresses and telephone numbers

(b) Specific Content: Aspects of the contracts identified that are deemed relevant to the proposed effort, which may include a discussion of significant achievement or explain past efforts to identify and manage problems. Including any information not previously covered that will enhance the evaluator’s understanding of the proposed throughout the life cycle of HPCS.

(c) Relevancy: Effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror's current/past performance and experience will include, as applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience.

L.6 PREPARATION OF VOLUME III – COST/PRICE PROPOSAL

(a) Unrealistically low initial or revised submissions, possibly indicating the offeror’s failure to comprehend the contract requirements, may be grounds for elimination from further competition.

(b) Offeror shall provide cost/price information for all CLINs including Option Years in sufficient detail to support offeror's price (section B).

(c) Offeror shall, as a minimum, break out the costs associated with the Contract Line Item Numbers (CLIN) as follows:

(1) CLINs 0001 through 0003 and 0005 through 0006 are to be priced as firm fixed prices

(d) In addition to the number of copies set forth in L.3 above, the offeror shall submit, on a separate CD, a copy of the spreadsheet(s) in excel format including formulas used to develop the cost/pricing information.

L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting officer.

L.8 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.9 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.11 SUBCONTRACTING PLAN (SEP 2007) CLA.4559

In accordance with the AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, Contractors are reminded that a subcontracting plan may be required. The Contractor must submit a plan that must include, at a minimum, the information found at 3.6.1-4(d).

3.2.2.3-5 Descriptive Literature (July 2004)

(a) "Descriptive literature" means information (for example cuts, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the product. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror (you) will provide technically-acceptable products.

(c) The offeror (you) must mark or highlight the items you are submitting as descriptive literature so we can readily find them in your offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you ☐ have, ☐ have not [check applicable box] supplied a product to us; Aviation, Medical & Training Acquisition Division (AMQ-310), under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number _____

Date of earlier contract _____

Contract line item number of product supplied _____

Name and address of government activity
to which you delivered the product _____

Date of final delivery of product _____

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if you have submitted the descriptive literature this SIR requires.

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means, electronic submissions **WILL NOT** be accepted. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to **N/A**

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an indefinite delivery/ requirements type contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means

reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-6 Submittals in the English Language (July 2004)**
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

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PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 INTRODUCTION

(a) Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the SIR or clearly demonstrates that the offeror does not understand the requirements of the SIR and the proposed costs/prices are not considered reasonable or the minimum system software/hardware platforms is not met.

(b) Each proposal will be evaluated on the basis of its written submissions, including cost/price information. Separate technical and cost/price proposals are required as described in Section L.

(c) All offers will be subjected to detailed technical and cost/price evaluations by a team who will rate/assess each in accordance with pre-established evaluation plans.

(d) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in descending order of importance in M.2.

(e) Cost/price proposals will not be rated or scored but evaluated on the basis of completeness, reasonableness, and realism.

(f) The cost/price evaluation team will not have access to technical proposal during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other team's proposals only as authorized by the Contracting officer.

(g) The offer that provides the overall best value to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. Technical competency is more important than price. However, price will become relatively more important as the difference in technical scores decreases. A determination of overall best value will also include an assessment of risk.

(h) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion and removed from further consideration for award. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR and SOW. It clearly demonstrates that the offeror does not understand the requirements of the SIR and SOW and would require an extensive rewrite before it could be considered acceptable for evaluation).

(i) Additional information may be requested from the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

(j) In selecting the best value contractor, the Government may award to a higher-rated, higher-priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Official (SSO) reasonably determines that the technical superiority and/or overall business approach/strategy and/or superior past performance and/or proposal risk of the higher priced Offeror outweighs the cost difference. To arrive at a source selection decision, the SSO will integrate the source

selection team's evaluations of the factors and components described below. While the Government source selection evaluation team and the SSO will strive for maximum objectivity. The source selection process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

M.2 TECHNICAL EVALUATION

(a) Selection of a contractor for award will be based on evaluation of the technical proposal according to the factors listed below. These factors are listed in descending order of importance:

Factor 1 – Contractors Strategy to Provide the HPCS
Factor 2 – High Performance Computing System Risk

(b) Factor 1 is more important than Factor 2; however, cost/price will contribute substantially to the selection decision. All sub-factors within each factor are of equal importance. All subfactors must be rated Satisfactory (2.0) or above. If any one of the subfactors is rated below Satisfactory (2.0), the proposal may be considered technically unacceptable and ineligible for award. Technical rating is more important than price.

(c) Factors will be rated by the evaluation team based on the rating scale shown below. Any offeror whose proposal does not achieve a rating of satisfactory or better in all factors and sub-factors may be considered technically unacceptable and ineligible for award. Team ratings for each factor will be weighted to establish a score for the technical proposals.

a. Excellent (4.0): All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information provided clearly demonstrates that requirements can be met in a manner which far exceeds minimums. Weaknesses are not evident to any degree.

b. Good (3.0): All aspects of the evaluation factor are addressed in a highly competent and logical fashion. Information clearly demonstrates that requirements can be met in a manner, which exceeds minimums. Weaknesses, if evident, are insignificant.

c. Satisfactory (2.0): All aspects of the evaluation factor are addressed in a competent and logical fashion. Information indicates that minimum requirements can be met. Any weaknesses will not seriously degrade performance, or can be corrected with reasonable effort.

d. Marginal (1.0): Most aspects of the evaluation factors are addressed. However, information provided does not demonstrate that minimum requirements can be fully met. Weaknesses are significant and will require considerable effort to correct.

e. Unsatisfactory (0.0): Fails to address key aspects of the evaluation factor. Information provided indicates that minimum requirements cannot be met. Proposal demonstrates a lack of understanding of requirements in major areas. Weaknesses are significant and will require major correction(s).

(c) The evaluation factors and criteria are as follow:

FACTOR 1: Strategy to Provide the HSPC System:

The Contractors High Performance Computing Environment Solution should demonstrate adequate methodology on how the Offeror will meet all the requirements outlined in the Statement of Work (SOW). The Contractor should provide a narrative of the proposed solution meet the Government need, recommend and should clearly outline its Solution from Phase I through the Life Cycle of HPCS. The proposal must describe in detail a sound and rational approach to meeting the FAA's requirements and demonstrate a clear understanding of the SOW requirements. The Offeror's proposal should address the following Evaluation Sub-Factors:

Sub-factor 1.1 Technical Knowledge and Solution to Provide HPCS:

- Assessment of the offeror's proposal to insure they have a complete and comprehensive technical understanding of all aspects of the SOW, specifically C.3.
 - The Offerors proposed processor information: how many total, what kind, specifications (and if not Intel, published performance benchmark information)
 - An assessment of how proposed nodes are interconnected.
 - An assessment of how much useful drive space is provided by the offeror's proposed solution.
 - An assessment of the opportunity to incrementally expand drive space from the defined SHPCS configuration to the FHPCS.
 - An assessment of the opportunity increase compute nodes throughout the life cycle of the program.
 - Assessment of the proposed system's ability to safely shutdown without damage in emergency situations

Sub-factor 1.2: Phase I & Phase II Expansion Modules equipment

- Offeror clearly describes the process to increase HPCS capabilities through the incremental purchase of expansion modules. The offeror identifies changes required to support incremental hardware expansion additional Racks, UPS. Spares, etc.

Sub-factor 1.3: Room Modifications

- Offeror clearly describes the facility requirements needed to be made by the Government to support the proposed FHPCS.
- Assessment of Projected Physical needs and Inf: SHPCS, full FHPCS
 - Offeror clearly describes the power requirements of the proposed solution in terms of Voltage, Current and Wattage
 - Offeror clearly identifies cooling requirements of the proposed solution in terms of British Thermal Unit (BTU)'s per hour, and identifies the method of heat distribution (e.g. room air, chilled water line)
 - Offeror clearly identifies the proposed physical layout of the SHPCS, full FHPCS and floor load requirements
- Assessment of the offeror's proposed facility requirements necessary to support the proposed final HPCS configuration

Sub-factor 1.4: Recurring and Annual Maintenance

- Offeror clearly identifies the support required to maintain the system in an operational condition addressing required logistics, recommended sparing levels, emergency support, system training and operation procedures, test equipment requirement as well as technical support provided after installation.

FACTOR 2: HPCS RISK

The Contractors HPCS proposed solution should provide adequate information for the Government to assess RISK to the HPC and supplemental systems. The Contractor provides a detailed narrative that defines how the system operates from Phase I through the Life Cycle of HPCS and survives the total loss of power and/or cooling in emergency situations.

PAST PERFORMANCE

Assessment of offeror's past experience and performance on contracts/programs for similar equipment. Assessment of offer's current workload and performance on contracts for similar projects or requirements. Each offeror's past performance will be evaluated by the Past Performance Evaluation Team (PPET) and rated using the numerical scoring system for the following Past Performance Evaluation factor and sub-Factors:

- Sub-Factor 1: Relevancy and Experience of Similar Systems
- Sub-Factor 2: Quality/Timeliness of Services
- Sub-Factor 3: Business Relations – Effective Management
- Sub-Factor 4: Customer Satisfaction

A distinction is made between past performance and experience. Experience simply means an offeror has "done it." Past performance represents "how well" an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.

The offerors past performance will be evaluated as follows:

- (a) Experience: Relevant past and present contracts performed for federal, state, or local governments or commercial sources currently involving effort of similar complexity. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.
- (b) Specific Content: Aspects of the contracts identified that are deemed relevant to the proposed effort, which may include a discussion of significant achievement or explain past efforts to identify and manage problems. Including any information not previously covered that will enhance the evaluator's understanding of the proposed throughout the life cycle of HPCS.
- (c) Relevancy: Effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror's current/past performance and experience will include, as applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience.

The following criteria may assist in the Evaluation Team's determination of relevancy.

Very Relevant - Involved the magnitude of effort and complexities that are essentially what the SIR requires and are currently ongoing or were completed within the last three years. Relevancy will also be looked at in terms of Contract Value being > \$500K.

Relevant - Involved less magnitude of complexities, including most of what this SIR requires and was completed within the last three years. Relevancy will also be looked at in terms of Contract value being > \$500K.

Semi-Relevant - Involved much less magnitude of effort and complexities, including some of what this SIR requires and was completed within the last three years. Relevancy will also be looked at in terms of Contract value being > \$500K.

Non-Relevant - Did not involve any aspects of the above. Relevancy will also be looked at in terms of Contract value being < \$500K.

The Evaluation Team may use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources, such as the Contractor Performance System (CPS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. In the case of an offeror without a record of recent and relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance.

In general, past performance will be evaluated on the extent of customer satisfaction with the previous performance of the offeror, the offeror's quality of previously performed services, the offeror's ability to control costs and manage contract activities, and the offeror's effectiveness in meeting schedules in provides services and products.

To evaluate Past Performance, the FAA will rely on past performance questionnaires completed by the Offeror's references as required per Section L. Questionnaires shall be sent to each Point of Contact (POC) provided in the offeror's Past Performance Proposals, preferably via fax or e-mail. Upon receipt of responses to the questionnaires, the responses received shall be scored for each question on the questionnaires utilizing the Past Performance Scoring Key. The burden of providing valid, accurate past performance information rests with the offerors and the information provided through their references.

The assessment process will result in a consensus score correlating to an overall performance confidence assessment of "High Confidence", "Satisfactory Confidence", "Unknown Confidence", "Little Confidence", or "No Confidence." The numerical ratings must support the following described assumptions:

Rating	Description
4	HIGH CONFIDENCE Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
3	SATISFACTORY CONFIDENCE Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
2	UNKNOWN CONFIDENCE No performance record is identifiable.
1	LITTLE CONFIDENCE Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
0	NO CONFIDENCE

M.3 PRICE ANALYSIS

- (a) **Total Cost/Price Evaluation:** Proposals (whether initial or revised submissions) which are unreasonably low may be eliminated from further competition on the grounds of the Offeror's failure to comprehend contract requirements. A summation of the total proposed HPC Solution through Phase II. Evaluation of options shall not obligate the Government to exercise the option(s).
- (b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.
1. **Completeness:-** Review of the proposal to ensure data provided is sufficient to Allow complete analysis and evaluation of proposed costs and includes all Information as requested in SIR.
 2. **Reasonableness:** Price analysis will be performed to determine the Reasonableness of the offeror's price proposal. Reasonableness will be based on the total cost/price.
 3. **Realism:** Overall review of proposal cost elements and estimating Methodologies employed to determine whether the resulting prices are realistic based on the performance described.
 4. **Unrealistically Low Costs or Prices:** Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.
 5. **Unbalanced Pricing:** Offerors are cautioned against submitting an offer that contains Unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonable high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to

the technical proposal and the proposed prices. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.4 PROPOSAL RISK ASSESSMENT

The FAA will assess each proposal based upon perceived risks to the FAA associated with the offer, to include, but not be limited to, the areas of past performance and experience, technical/management competence, program transition /phase-in and understanding of the work requirements, and reasonableness of offered prices to ensure satisfactory performance of any resultant contract for the required services. This Proposal Risk Assessment will also include the consideration of the level of effort by the contractor and the anticipated level of Government monitoring in order to minimize any difficulties during contract performance as identified through the Government's evaluation of the proposal.

(a) A confidence level rating system will be used for the assessment of Proposal Risk as shown as follows:

- Low Risk: The offeror's proposed approach, proposal strengths, past performance, and proposed cost/price indicate a low risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

- Moderate Risk: The offeror's proposed approach, proposal strengths and weaknesses, past performance, and proposed cost/price indicate a moderate risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

- High Risk: The offeror's proposed approach, proposal weaknesses, past performance, and proposed cost/price indicate a high and potentially unacceptable risk to the Government for the potential of disruption of schedule, increase in cost, degradation of performance, and increased contractor and Government monitoring to minimize any difficulties during contract performance.

Factors 1 and 2 will be evaluated by each TET, PPET member based on each offeror's submittal as required by Section L of the SIR/RFO. This will be accomplished utilizing the **INDIVIDUAL RATING SHEET** (Form A). Ratings will be assigned to each factor/sub-factor based on the rating scale as described in Section 8 above. These ratings will be presented to the TET Lead on the **SUMMARY RATING SHEET** (Form B). The TET Lead will total the ratings for each factor and divide by the number of Evaluators for the Average Rating for each Factor using the **OFFEROR CONSENSUS RATING SHEET** (Form C). For the final rating, any significant deviations will be reconciled and a consensus team rating determined. The TET Lead will determine the final Total Score for each offeror by multiplying the Average Rating Total (from Form C) by the Assigned Weight using the **OFFEROR CONSENSUS WEIGHTED RATING SHEET** (Form D). The TET Lead will use the **OFFEROR'S COMPARISON SUMMARY RATING SHEET** (Form E) to list the final Total Scores for each offeror, ranked from highest to lowest score. The Final Score and risk assessment will be presented to the Source Selection Official.

M.5 SOURCE SELECTION DECISION

GENERAL: The SSO will select for contract award the offeror's proposal that in the judgment of the SSO provides the best value to the Government in consideration of the technical merit, performance risk, cost/price, and proposal risk of the competing proposals. The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal.

BEST VALUE DETERMINATION: The offeror who provides the "best" overall value to the Government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. The evaluation results of the Technical Evaluation Factors and Past Performance Risk Assessment are more important than cost/price in determining the best value to the Government; however, cost/price will contribute substantially to the selection decision. A higher priced proposal may be selected for award where the technical merit value and performance and/or proposal risk of the selected proposal is deemed by the SSO to be worth the price differential to the Government, or where a lower priced proposal is deemed by the SSO to present lower technical merit and/or higher performance and/or proposal risk concerns in accomplishing the contract requirements successfully. The total evaluated price will be the determining factor for award where all proposals are considered substantially equal from a technical merit, performance risk, and proposal risk standpoint.

M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007) CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.2.4-31 Evaluation of Options (April 1996)

3.3.1-30 Progress Payments Not Included (November 1997)

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